FORM BXA-621P (REV 10-89)

U.S. DEPARTMENT OF COMMERCE BUREAU OF EXPORT ADMINISTRATION

### REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT SINGLE TRANSACTION

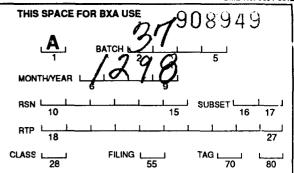
(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLASSINE
The Export Administration Act permits you to protect from public disclorure information regarding the quantity,
description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying
documents. If you do not claim this protection, all of the information in your report and in accompanying
documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, Asscription, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.



This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy: of the documents submitted to exclude the specifical information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Rureau of Export Administration, U.S. Department

	of Commerce, Washington, D.C. 20230; and to the Office of Managem	ent and Bu	Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503	ļ	
	Name: Langdale International Address: P.O. Box 1365 City, State and ZIP: Valdosta, GA 31603 Country (Hother than USA): Telephone: (912) 333-2540	Exporter Exporter Bank Forwarder Carrier Insurer	Pr Revision of a previous report (attach two copies of the previously submitted report)  Description of a deficient report returned by BXA (attach form letter that was returned with deficient report)		
	<ol><li>If you are authorized to report and are reporting on behalf of anothe person, identify that person (e.g., domestic subsidiary, controlled Fo subsidiary, exporter, beneficiary);</li></ol>		Ideritify exporting firm, unless same as Item 1a or 2:		
	Name	ĺ	Name:	- 1	
	Address:		Address:		
	City, State and ZIP:		City, State and ZIP:		
	Country (if other than USA):	J	Country (if other than USA ):	J	
	Type of firm: (see list in item 1s)	ļ	Firm Identification No. (if known):		
	Firm Identification No. (if known):		36-41 42	2	
_	4. (a) Name of boycotting country from which request orginated:		5. Name of country or countries against which request is directed:	$\neg$	
	Bangladesh (b) Name of country directing inclusion of request, if different			}	
	from (a) above: Kuwait	43-44	lsrael 45-4	46	
	6. Reporting firm's reference number (e.g., letter of credit, customer or	rder,	7. Date firm received request: (use digits for month/day/year)	_	
	invoice):	71-77	9-15-98	52	
	Specify type(s) of document conveying the request:	Letter of			
	Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)  Unwritten, not otherwise provided for (make transcript of request and submit	Requistion  Bid invite  Question	istion/purchase order/accapted contract/shipping instruction of each document vitation/tender/proposal/trade opportunity or relevant tionaire (not related to a particular dollar value transaction) which the written (specify) request		
-	Decision on request: (Check one)		appears	$\dashv$	
	☐ Have not taken and will not take the action requested.		Have taken or will take the action requested but in a modified for (attach detailed explanation).	,	
	<ul> <li>Have taken or will take the action requested.</li> </ul>		Unable to report ultimate decision on the request at this time and		
	Have taken or will take the action requested and claim it is subject to a grace period (attached detailed explanation).		will inform the Bureau of Export Administration of the decision within ten days after decision is made.		
	Additional Information: The firm submitting this report may, if it so desire that request. This statement will constitute a part of the report and will be me from disclosure described in Item 10.	es, state on nade availab	on a seperate sheet any additional information relating to the request reported or the respons ilable for public inspection and copying, subject to the right to protect certain confidential informa	se to ation	
10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)  1.   1 (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:   Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)   Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.  2. It (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.  Sign here in ink  Type or print Richard Sanders  Date 10/5/96					
_	11. Describe the commodities or technical data involved, and specify q	uanity and	nd value:		
			Quantity: 12,000		
	Description				
	Pressure Treated Wood Poles		Value to nearest whole dollar \$  Approx. \$1.5 Million U.S.D.		
	4.	Ų.	• 58-69	3	



### RURAL ELECTRIFICATION BOARD



BID PACKAGE NO. 1 KFAED LOAN NO 542

(ACRE PHASE-V-A) SHARIATPUR PBS

## BANGLADESH

# RURAL ELECTRIFICATION BOARD

## PROCUREMENT OF ELECTRIC LINE MATERIALS BIDDING DOCUMENTS FOR

BID PACKAGE NO.1 INVITATION FOR BIDS NO.KD-1 to KD-6 KFAED LOAN NO. 542 (ACRE Phase -V-A) SHARIA PPUR PBS

RURAL ELECTRIFICATION BOARD HEAD OFFICE BUILDING ZOAR SAHARA, KHILKHÊT, DHAKA-1229, BANGLADESH. (4)

### A. Introduction

### 1. Source of Funds

The Government of the people's Republic of Bangladesh has received a Loan from the Kuwait Fund for Arab Economic Development, hereinafter referred to as The Fund, in various currencies towards the cost of the Rural Electrification Project, and intends to apply, through the Rural Electrification Board (hereinafter referred to as REB), part of the proceeds of this Loan to eligible payments under the contract(s) for which this invitation for Bid is issued. Payment by the Fund will be made only a the request of REB and upon approval by the Fund in accordance with the terms and conditions of the Loan Agreement and will be subject in all respects to the terms and condition of that agreement. Except as the Fund may specifically otherwise agree, no party other than the Government of the people's Republic of Bangladesh and REB shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.

### 2. Eligible Bidders

- 2.1 This Invitation for Bids is open to suppliers from all countries of the world, who are eligible to trade with the state of Kuwait and The people's Republic of Bangladesh and no party/bidder/manufacturer who is a national of country out side thereof will be qualified to bid.
- 2.2 No produced commodity shall be eligible for KFAED financing it such commodity containes any component or components witch were imported into the producing country from Israel and countries not eligible to trade with the state of Kuwait and The people's Republic of Bangladesh. The equipment and/or materials must not be of Israel origin. The supplier/ bidder who are not black listed by Arab boycott of Israel will be allowed to participate in this bid.

### 3. - Eligible Goods and Services

- 3.1 All Goods and Ancillary Services, including marine transportation and insurance, to be supplied under the Contract shall have their origin in eligible source countries, defined in Clause 2 above and all expenditures made under the Contract will be limited to such Goods and Services.
- For purposes of this Clause, "origin" means the place where the Goods are mined, grown or produced or from which the ancillary Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

### 4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the REB, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible source country as defined under Clause 2 of Section-II. To meet this requirement the Bidder shall fill and submit the form shown as Exhibit-B.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract its bid is accepted shall establish to the Purchaser's satisfaction:
  - that, in the case of a Bidder offering to supply Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods' manufacturer or producer to supply the Goods in Bangladesh;
  - (b) that the Bidder has the financial, technical and production capability necessary to perform the Contract, in particular meets the following criteria:
    - (i) The Manufacturer should have sufficient machinery to produce the required materials/equipment in order to fulfill the delivery schedulet
    - (ii) The Manufacturer should have adequate testing facility to ensure quality products;
- that, in the case of a Bidder not doing business in Bangladesh, the Bidder is or will be (if successful) represented by an agent in Bangladesh equipped to carry out the Supplier's post-award obligations prescribed by the Conditions of the Contract and/or Technical Specifications. However, bidders agent in Bangladesh will only be authorised to submit the Bid and keep liaison between the purchaser and the supplier. Any alterations, modifications, changes of Bid done by the Agent in Bangladesh during submission will render the Bid commercially non-responsive.
- 13.4 All Bidders shall also furnish with their bid a statement of qualification in the attached form (Exhibit-C). The statement shall include a list of major contracts and sales with the names and complete addresses of individuals knowledgeable with the Bidder's qualifications for the production and/or supply of the Goods specified.
- 13.5 Majority public-owned manufacturing enterprises in Bangladesh will be permitted to participate in the bidding provided (a) they are commercially oriented legal entities distinct from the Purchaser and not a government department; (b) they are reasonably financially autonomous (demonstrated by keeping separate audited accounts and having the power to raise loans and obtain revenues through the sale of Goods or Services); (c) they are managerially autonomous with full authority to make procurement and personnel decisions; and (d) they fully meet all the qualification requirements set forth in these Bidding Documents.
- 14. <u>Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</u>
- Pursuant to Clause 9 of Section-II, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and Services which the Bidder proposes to supply under the Contract.

- The documentary evidence of the Goods and Services eligibility shall consist of a certificate in the attached Origin and Source Certification Form (Exhibit D) stating that the country of origin of the Goods and Services offered are from eligible source country or countries. In the case of the Goods, this shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of the Goods' and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:
  - a detailed description of the Goods' essential technical and performance characteristics: (a)
  - (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a period specified in the Technical Specifications, following the commencement of use of the Goods by the Purchaser; and
  - (c) a clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the Goods' and Services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to Clause 14.3(c) of Section-II, above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.
- 14.5 In addition to its "base bid", a Bidder may submit an "alternate bid". For such an alternate bid, the Bidder shall furnish:
  - all the information required of the base bid, i.e. one that strictly meets the Technical (a) Specifications; and
  - justifications, satisfactory to the Purchaser, that the alternate technical solution will satisfy the underlying objectives of the Technical Specifications.

### 15. **Bid Security**

- Pursuant to Clause 9 of Section-II, the Bidder shall furnish, as part of its bid, Bid Security in the 15.1 amount of not less than two percent (2%) of the Bid Price. Bid Bond provided by the Bidder's local agent will not be entertained. The amount will be calculated at the exchange rate prevailing in the date of bid opening. Bid Bond provided by the Bidder's local agent will not be entertained.
- 15.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forseiture, pursuant to Clause 15.7 of Section-II below.
- The Bid Security shall be denominated in the currency of the bid or Bangladesh Taka or US Dollars, 15.3 and shall be either through a Payment Order or Bank Draft or a Bank Guarantee or an irrevocable Letter of Credit in favour of the Rural Electrification Board. The Payment Order or Bank Draft or Bank Guarantee or irrevocable Letter of Credit should be issued by a scheduled bank of Bangladesh or by any foreign bank duly confirmed by a scheduled bank of Bangladesh or directly by a foreign bank acceptable to the Purchaser to pay on demand. Bid Security from the Standard Chartered Bank is not acceptable. The Bank Guarantee should be in the form prosided in the Bidding Documents and valid for 150 days from the date of opening of the Bid. The bid security must not be perforated, torn, sealed or signed by any party other than the issuing bank.

### Section III - GENERAL CONDITIONS OF CONTRACT

### 1. <u>Definitions</u>



In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form, including all attachments and appendices thereto and all documents incorporated by reference therein signed by the parties on all pages;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and such other obligations of the Supplier as are covered under the Contract;
- (e) "The Purchaser" means the Rural Electrification Board; and
- (f) "The Supplier" means the individual or firm supplying the Goods under this Contract.

### 2. Application

These General Conditions shall apply to the extent they are not superseded by provisions in other parts of the Contract.

### 3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in countries as determined in Clause 2 of Section-II of this Bid Document.
- For the purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of composents, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3. The origin of Goods and Services is distinct from the nationality of the Supplier.

### 4. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and when no applicable standard is mentioned, the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

### EXHIBIT - B

# BIDDER'S ELIGIBILITY CERTIFICATION (To be submitted in the Official Letterhead of the Bidder)

which is eligible to
(Name of Country)
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(we) Fund
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certify t
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participa

Supplier:

Signature:

Tutle:

Date:

Scal:

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## EXIMILED

ORIGIN AND SOURCE CERTIFICATION (To be submitted in the Official Letterhead of the Bullton

1 (we), hereby certify that the equipment and material offered herein have been mined or grown, in inported components.

I (we) further certify that the equipment and material offered shall be shipped from (an eligible source country).

Supplier: Title: Date By:

ATTESTED

C

(Tule)

### EXHIBIT - C



INVITATION NO.\_\_\_\_

### BIDDER'S STATEMENT OF QUALIFICATIONS

1. Bidder's full name	
2. Principal Address	
<ol> <li>No. of years of operation under present N</li> <li>Description of Manufacturing Plants, etc.</li> </ol>	
4.1 If the bidder is itself a manufacturer, it w	ill fill in AAA below:
<u>AAA</u> (i)	
Name and Address of its Manufacturing plants/facilities alongwith Telephone/ Telex/ Fax number.	Items offered in this bid, produced by the manufacturer in Column 1.
1.	2.
	,
	q
e (ii)	
Name and Address of Company(ies) and/or Facilities alongwith telephone/ telex/fax numbers from which any kind or type of services will be taken in completing	Kinds or types of services to be taken from the Company(ics) and/or Facilities mentioned in Column 1.
services will be taken in completing manufacturing of the offered items.	1
1.	2.

### 4.2 If the bidder is not a manufacturer, it will fill in <u>BBB</u> below:

•	**		•	•	•
1.3		.,	- 1	٠	1
B	13	1)	- 1	i	п
-		•		•	,

<del>-</del>	Items offered in this IFB, produced and authorised by the manufacturer(s) in Column 1.
1.	2.
·	

(ii)

Name and Address of Company(ies) and/or Facilities alongwith telephone/ telex/fax numbers from which any type of services will be taken in completing manufacturing of the 'offered items.	Kinds or types of services to be taken from the Company(ies) and/or Facilities mentioned in Column 1.
1.	2.
	•
	<b>,</b>

5. Type of organization: Corporation-Partnership-Individual Officers or Principals. (underline one)

Name	Title	Country of legal Residence	% Ownership
<del></del>			Martin and Colorina and Colorin

6. )	(underline one)		er. Supplier: Mand Repr	ufacturers' resentatives:	
7.		al and/or Equipn not manufacture	nentr)		
				d .	•
8.	Total Taka volu	ime - Fiscal yea	r ending		
	All sales				9
	Sales of material equipment in pro			3	
9.	MAJOR SUPPI	LIES COMPLET	TED - PAST TWO	YEARS*	
B .	ne of Purchaser, ntract No.& date	Address	Person to be contacted	Type of Material	Total Contract * (Taka)
B .	· ·	Address	· ·	Typc of Material	1
l .	· ·	Address	· ·	Typc of Material	1
* Or	ntract No.& date	erial covered in (	· ·		1
* Or	ntract No.& date	erial covered in (	contacted		1
* Or	nly details of mate	erial covered in the first indicate indica	contacted	be shown	1
* O:	ntract No.& date	erial covered in (and insurance.  Total:	contacted  contacted	be shown	1

12. The undersigned understands and agrees that the information submitted herein may be used by the Purchaser in determining, according to their sole judgement and discretion, the qualifications of the Bidder to furnish and deliver the material and/or equipment included in the proposal of the Bidder conforming to the specifications and delivery schedule herein.

Dated at	this	_day of	199	
		Name photographic state of	(Name of Bidder)	
14. <u>ATTE</u> :	STED			,
Ву		Ву_		1
(Title)			(Title)	

13.

Note: If desired, Bidder may submit supplementary information concerning his qualifications on separate page attached hereto.

The undersigned authorizes any reference listed herein to furnish any pertinent data

requested by the Purchaser and agrees to furnish to the further qualifying information if so

requested. Failure to complete this form adequately may result in disqualification.

DR	AFT	

### BIDDER'S ELIGIBILITY CERTIFICATE

BID PACKAGE no. 1 KFAED Loan no. 542 IFB no. KD-4 (VA)

We hereby certify that we are nationals of the United States of America.

Langdale International Trading Corp.

Richard Sanders General Manager October 15, 1998

DRAFT			
ORIGIN	and	SOURCE	CERTIFICATION
<u></u>			

BID PACKAGE no. 1 IFB No. KD-4(VA) KFAED Loan no. 542

We hereby certify that the equipment and material offered herein have been mined or grown in the United States of America and produced in the United States of America and that any produced equipment and material to be manufactured, processed, or assembled into equipment and material shall be substantially different in basic characteristics or in purpose or utility from any imported components.

We further certify that the equipment and material offered shall be shipped from the United States of America.

Langdale International Trading Corp.

Richard Sanders General Manager October 15, 1998

### **DRAFT**

### BIDDER'S STATEMENT of QUALIFICATIONS

Langdale International Trading Corp. P.O. Box 1365

Valdosta, Georgia 31603

(page 1 of 2) KFAED Loan no. 542

Bid Package no.1 IFB no. KD-4(VA)

Number of years of operation under present name: 106 yrs.

Description of Manufacturing Plants:

Langdale Forest Products Co.

Items offered: pressure treated poles

P.O. Box 1088

Telephone: 912 - 333 - 2500

Valdosta, Georgia 31601

Fax:

912 - 333 - 2533

Facilities: Pole manufacturing, 2 sawmills, 6 dry kilns, 2 CCA treating cylinders,

planer mill, 25 tractor trailer rigs.

Type of organization: Corporation

John W. Langdale, Jr.

Chairman of Board

James Harley Langdale

President

Richard Sanders

General Manager

Douglas J. Daugherty

Secretary Treasurer

Type of Business: Manufacturer

Type of material: Pressure treated wood poles

Total dollar volume, fiscal year ended Sept 30, 1997:

All Sales:

\$ 84 million US dollars

Sales of pressure treated poles:

\$ 25 million US dollars

### MAJOR SUPPLIES (completed last two years):

REB Dhaka, Banglades		h pressure treated wood poles		
IFB no.	Date shipped	no. of poles		USD amount
IDA 131	Sept 1996	7,000	\$	1,022,000
OECF-02	IF .	4,000		504,000
OECF-04	Ħ	**		616,000
OECF-05	Ħ	5,000		685,000

### BIDDER'S STATEMENT OF QUALIFICATIONS

(page 2 of 2)

Bank Reference: NationsBank of North America

715 Peachtree Street Atlanta, Georgia

Other Reference: National Rural Electric Cooperative Assoc. (Washington DC)

World Bank & U.S. AID (Washington DC)

The undersigned understands and agrees that the information submitted herein may be used by the Purchaser in determining, according to their sole judgement and discretion, the qualifications of the Bidder to furnish and deliver the material and/or equipment included in the proposal of the Bidder conforming to the specifications and delivery schedule herein.

The undersigned authorizes any reference listed herein to furnish any pertinent data requested by the Purchaser and agrees to furnish further qualifying information if so requested, so long as it does not violate the laws of the United States of America. Failure to complete this form adequately may result in disqualification.

DATED this 15th day of October, 1998

Langdale International Trading Corp.

Richard Sanders General Manager James Harley Langdale President